

9

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Prows, Becknell & Alles, L.L.C.
1070 Oakridge Circle
Bountiful, Utah 84010
Attention: Richard S. Prows

W 1/2 13
E 1/2 14 } 311-14
08-051-0109, 0110, 0114, 0118,
0032, 0021 + hru 0023
E 1306716 B 2099 P 1239
CAROL BEAN PAGE, DAVIS CNTY RECORDER
1997 FEB 27 3:09 PM FEE 26.00 DEP NT
REC'D FOR ASSOCIATED TITLE COMPANY
08-053-0012, 0013 + 0046

SEWER AND STORM DRAIN EASEMENT

THIS SEWER AND STORM DRAIN EASEMENT (the "Easement") is entered into and effective as of February 24, 1997, by Prows, Becknell & Alles, L.L.C., a Utah limited liability company ("Grantor"), on the basis of the following facts:

R E C I T A L S

A. Grantor owns or has rights to acquire all that certain property in Farmington City, Davis County, Utah, further described on Exhibit "A" hereto (the "Project").

B. Grantor desires to establish a permanent sewer and storm drain easement across the Project at the location described on Exhibit "B" hereto (the "Easement Area") for the benefit of all the owners of all or any portion of the Project and their respective successors, assigns, users, agents, guests and invitees (collectively, the "Grantees").

A G R E E M E N T

In consideration of the covenants set forth in this Easement and other good and valuable consideration heretofore received, Grantor hereby agrees as follows:

1 Grant. Grantor does hereby grant to the Grantees a non-exclusive easement to and along the Easement Area for the purpose of constructing, maintaining and operating sewer and storm drain facilities for the benefit of the Project (the "Drainage Improvements"). This grant is intended for all Grantees, regardless of whether their respective portions of the Project are contiguous to the Easement Area.

2 Construction and Maintenance. Grantor shall take all actions and pay all costs necessary to construct the Drainage Improvements and to maintain the Drainage Improvements in good condition. Upon completion of the Drainage Improvements, Grantor

may dedicate those improvements to the Central Davis County Sewer District or any other governmental agency having jurisdiction over sewer and storm drain service to the Project. After such dedication, Grantor shall have no further obligations under this Easement.

3 Term. This Easement shall commence as of the date that this Easement is recorded in the official records of Davis County and shall continue thereafter in perpetuity.

4 Transfer. This Easement and the rights and obligations hereunder shall be binding upon Grantor and the Grantees. This Easement shall run with, and be appurtenant to, the land associated with the Project and may be transferred, assigned, sold, encumbered or otherwise conveyed along with all or any portion of the Project without the consent of any other person or entity.

5 Miscellaneous. The parties shall perform their respective obligations under this Easement in compliance with all applicable laws, permits and agreements affecting the Project. This Easement may be amended only in a writing signed by Grantor and the other owners of the Project. The prevailing party in any action or defense under this Easement shall be reimbursed by the non-prevailing party for all costs (including attorneys' fees) incurred by the prevailing party in that action or defense. If any portion of the Easement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. Nothing in this Easement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

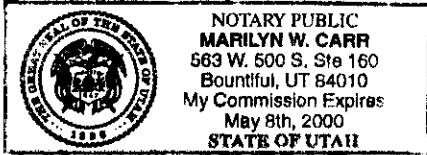
PROWS, BECKNELL & ALLES, L.L.C.,
a Utah limited liability company

By: 
Richard S. Prows, Manager

STATE OF UTAH)
)
COUNTY OF DAVIS)

E 1306716 B 2099 P 1241

On the 26th day of February, 1997, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the Manager of Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.



Marilyn W. Carr

NOTARY PUBLIC

My Commission Expires:

Residing at:

05-08-00

Bountiful, Utah

EXHIBIT "A"

E 1306716 B 2099 P 1242

LEGAL DESCRIPTION OF PROJECT

DESCRIPTION OF TOTAL PROJECT UPLAND AREAS

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the south line of 66 foot wide Shepard Lane; thence, along the south line of said Shepard Lane, South 89°41'42" East 44.36 feet to the TRUE POINT OF BEGINNING of the Parcel herein described; thence continue along the south line of said Shepard Lane, South 89°41'42" East 528.01 feet; thence South 333.45 feet; thence South 89°43'17" East 395.96 feet; thence South 3°37'15" East 477.66 feet; thence South 48°37'29" East 261.11 feet; thence South 21°15'52" East 805.21 feet; thence South 14°34'30" West 221.74 feet; thence South 1°07'29" West 777.63 feet; thence North 89°32'45" West 35.30 feet; thence South 206.08 feet; thence North 89°34'29" West 587.70 feet; thence South 34°29'26" West 73.91 feet; thence North 55°30'34" West 280.00 feet; thence North 0°17'17" East 252.04 feet; thence North 89°42'43" West 260.00 feet; thence North 19°48'35" West 279.17 feet; thence South 86°37'26" West 34.04 feet; thence North 89°42'40" West 125.15 feet; thence North 0°08'11" East 0.60 feet; thence North 89°25'55" West 23.19 feet; thence North 19°47'19" West 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 110°54'49"; thence northeasterly, along the arc of said curve, 48.39 feet; thence South 88°52'30" East 102.71 feet; thence North 0°00'18" East 327.89 feet; thence North 0°15'42" West 332.80 feet; thence North 1°07'18" East 311.61 feet; thence South 88°52'42" East 343.94 feet; thence North 1°07'17" East 636.00 feet; thence North 89°47'42" West 343.98 feet; thence North 1°07'10" East 50.00 feet; thence North 1°05'46" East 233.72 feet; thence South 89°41'57" East 19.33 feet; thence North 0°00'11" East 100.00 feet to the POINT OF BEGINNING.

•Containing 71.16 Acres, more or less.

Development Area Farmington Preserve

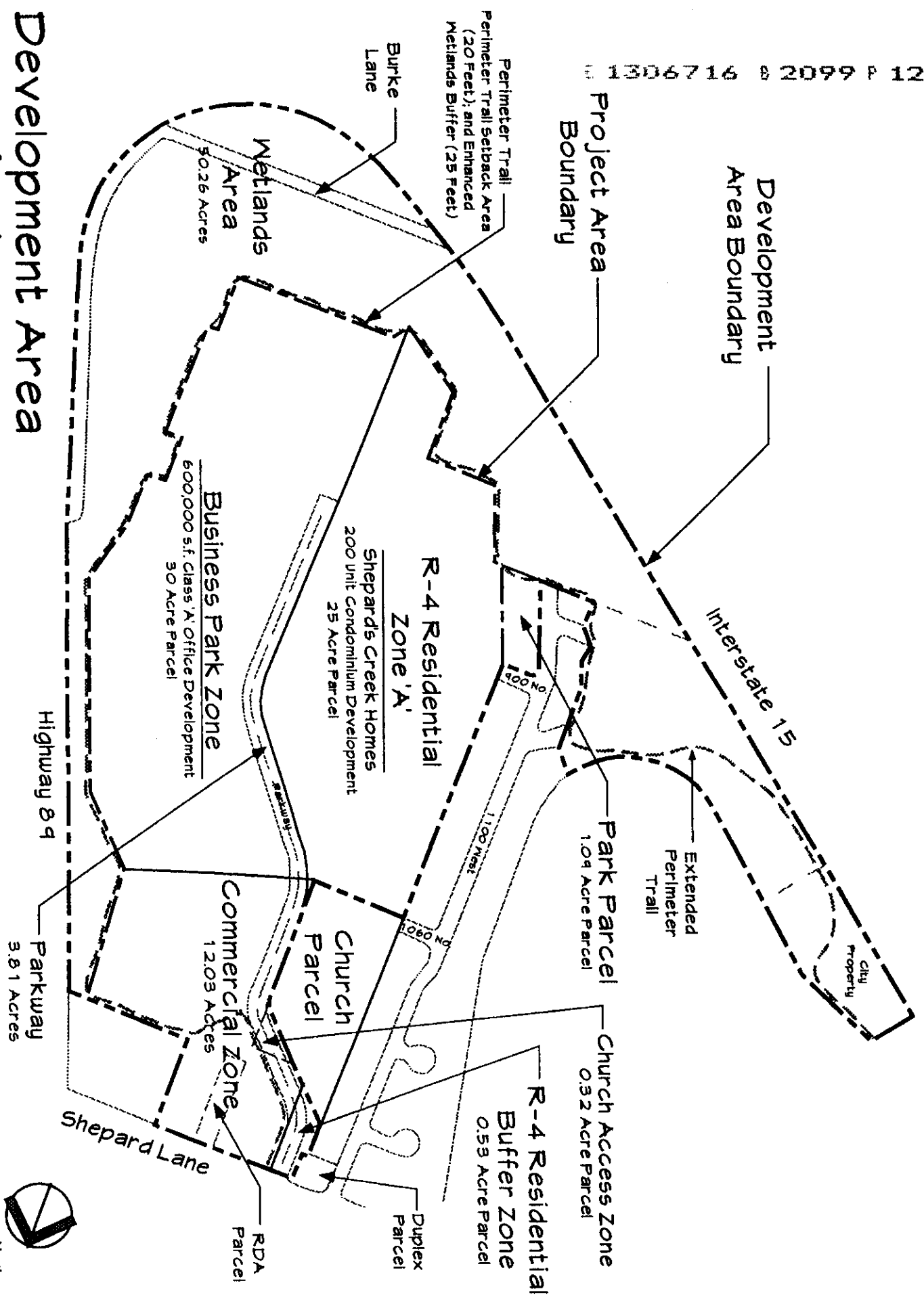


EXHIBIT "B"

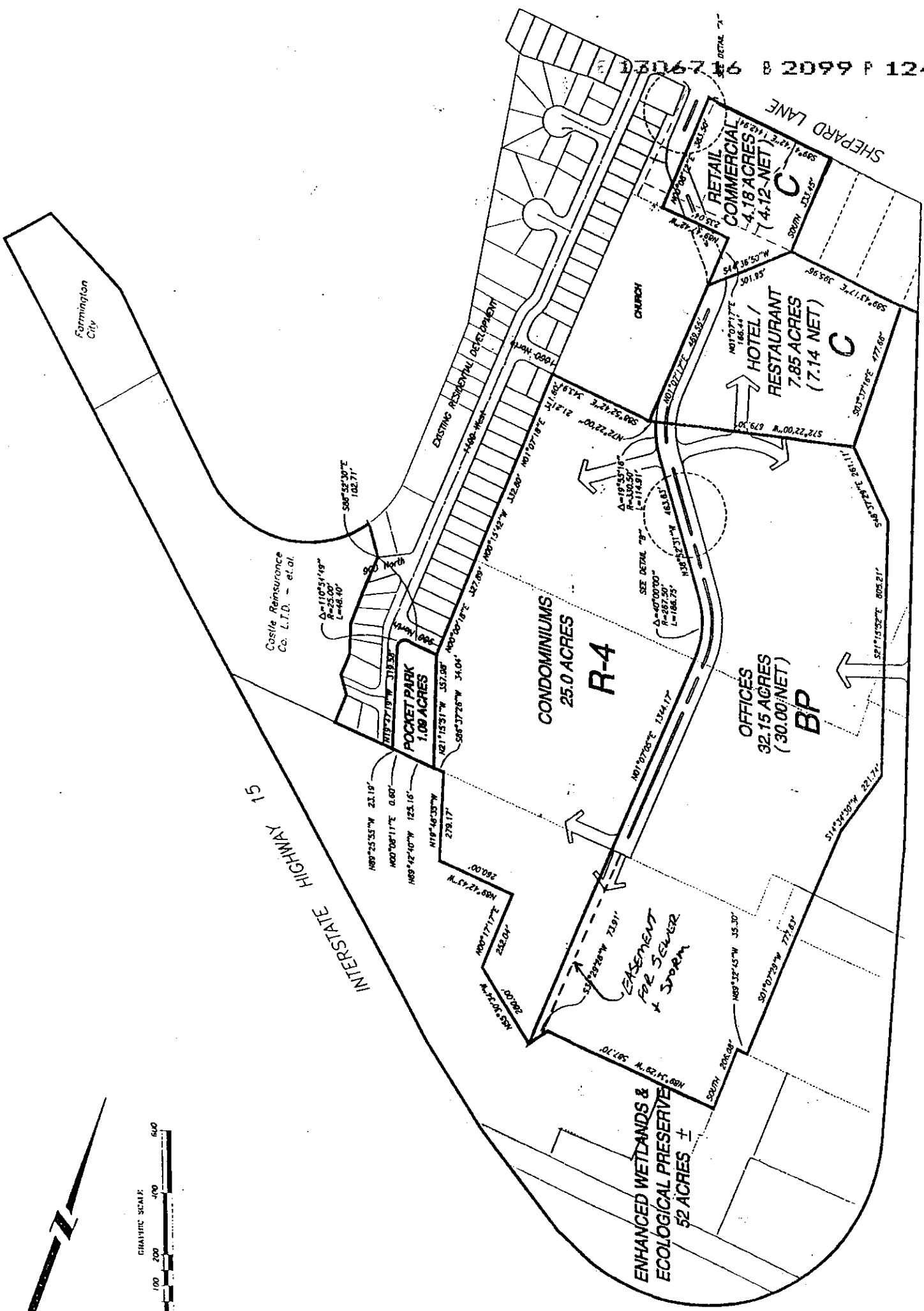
LEGAL DESCRIPTION AND DEPICTION OF SEWER AND STORM DRAIN

LEGAL DESCRIPTION
50' UTILITY EASEMENT E 1306716 B 2099 P 1246

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

Commencing at the west quarter corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence South 00°08'11" West along the west line of said Section 13 for 143.67 feet; thence South 89°51'49" East for 756.32; thence South 01°07'05" West for 669.29 feet to the POINT OF BEGINNING; thence North 55°30'34 West for 17.96 feet; thence South 01°07'05" West for 149.88 feet; thence North 88°52'55" East for 50.00 feet thence; North 01°07'05" East for 193.14 feet; thence South 34°29'26" West for 63.63 feet to the POINT OF BEGINNING.

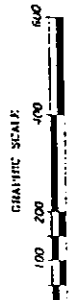
Said parcel contains 0.1837 acres.



U.S. HIGHWAY 89

Farmington City

Castle Reinsurance Co. L.T.D. - et al.



INTERSTATE HIGHWAY 15

ENHANCED WETLANDS & ECOLOGICAL PRESERVE 52 ACRES ±

EASEMENT FOR SEWER & STORM

CONDOMINIUMS 25.0 ACRES R-4

OFFICES 32.15 ACRES (30.00/NET) BP

HOTEL / RESTAURANT 7.85 ACRES (7.14 NET) C

RETAIL COMMERCIAL 4.18 ACRES (4.12-NET) C

SHEPARD LANE

CHURCH